

PROCEEDINGS OF THE BROWN COUNTY EXECUTIVE COMMITTEE

Pursuant to Section 18.94 Wis. Stats., a regular meeting of the **Brown County Executive Committee** was held on Thursday, January 12, 2012 in Room 200 of the Northern Building – 305 East Walnut Street, Green Bay, Wisconsin

Present: Mary Scray, Chair; Bernie Erickson, Pat Evans, Tom Lund, Guy Zima, Tom De Wane, Jesse Brunette

Excused:

Also Present: Troy Streckenbach, Fred Mohr, Carolyn Maricque, Rolf Johnson, Debbie Klarkowski, Supervisors Tumpach, Miller, Schuller, VanderLeest, Buckley, Fewell, News Media, Mayor Schmitt, Rob Strong, Other Interested Parties

I. Call Meeting to Order:

The meeting was called to order by Supervisor Pat Evans at 5:30 p.m.

ii. Approve/Modify Agenda:

Motion by Supervisor Lund, seconded by Supervisor De Wane to modify the agenda to take items 8-23a after item 1a. MOTION UNANIMOUSLY APPROVED

III. Approve/modify minutes of December 12, 2011.

Motion by Supervisor De Wane, seconded by Supervisor Lund to approve. Vote taken. MOTION CARRIED UNANIMOUSLY.

1. Review of minutes:

a) Facility Master Plan Subcommittee (December 15, 2011).

Motion by Supervisor Lund, seconded by Supervisor Erickson to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY.

The committee took items 8- at this time.

Communications

- 2. Communication from Supervisor Lund re: Put \$20,000 in County Board Budget for outside legal counsel and establish a policy for this usage. *December Motion: To hold until the January meeting and a report received from Attorney Fred Mohr.***

Lund stated Board Attorney Fred Mohr had provided a list of duties that he does for the county which was located in the packet. Lund questioned how the county was going to handle all of it with the current staffing if they lose Mohr. Lund informed that there was no mechanism or money budgeted to get outside opinions so they would have to go to the general fund.

Zima felt they had one heck of a bargain with the contract they had in place. Mohr informed that the handouts he provided were just a general summary. He stated he takes around 30-35 calls a month from supervisors. He takes all calls because all calls are usually important issues.

Mohr informed that there were 62 out of 72 Wisconsin counties where the County Board had

their own attorney. Until the end of February Brown County is one of 62 counties that had their own attorney and that is because of State Law. State Law states that if there is no elected County Executive the County Board appoints and removes the Corporation Counsel. Corporation Counsel is their own lawyer and doesn't answer to anyone else. In the remaining 10 counties they come under part two of that statute. If there is a County Executive the County Executive appoints and supervises the Corporation Counsel. The County Board had no lawyer. Mohr was passionate because he had lived in the county his entire life. He had watched for 34 years while practicing law of what happens on this County Board. He had been active in county politics for those 34 years because he had represented the county on the other side. He knew if he wanted something done he went to the County Executive. The board didn't have any power. The former Corporation Counsel for 25 years followed the script that the former Executive wrote out. This County Board needed their own lawyer; it should be like the 61 counties in this State that have their own lawyer. When talking economics, Mohr worked dirt cheap. He put in approximately 460 hours on County Board matters. Over the four years he had done this the hours have been in 400 hour range. When you look at the attorney bills in the agenda, the Michael Best Bills, two entries, 33 hours, billing the county \$12,278. That works out to be \$372 per hour. Mohr went to the State Bar website, from their last survey in 2008, in 2008 the hourly range for an entry level attorney in the Brown County vicinity the hourly rate was \$170/hr. Entry level, 460 hours, \$78,000. Mohr was paid \$43,000. An attorney with his experience level, the average cost would be \$250/hr. paying them \$115,000 for the amount of time Mohr had put in. Mohr is willing to do this work because he does other work for the county and he can make it work for him. He liked working with this board. He liked dealing with the policy issues and had a passion for it; he had a passion for this community. At one point he had the opportunity to be Corporation Counsel, he was acting Corporation Counsel. He saw how that office worked. He knew how the policies were made. At the same time he also started working for the board and liked working for the board better because they set the policy and made the decision. The County Executive is supposed to administer the board's decisions. The board is the decision makers. It is his sincere believe that the County Board needs their own lawyer.

Zima stated they recognized the need for their own attorney. He felt like his achievement was bringing on a Board Attorney. Zima had not heard one complain in four years. When this was originally passed it was vetoed and then overwritten. He felt you get the security that you are getting a decision to protect your rights and responsibilities. Zima felt the problem was partly him; some supervisors took their issues with him on Mohr. If they hired someone by the hour the \$20,000 would be gone. Looking back at former attorney bills, they were being charged \$260/hr. \$75 phone call. Gone over a microscope with what Mohr has done. He had been at every beck and call. It was Zima's opinion that this had been the only four years that it had been tolerable. Mohr was professional and gave good service.

Motion by Supervisor Lund, seconded by Supervisor Erickson to approve. No vote.

Motion by Supervisor Lund to refer to next month, have it as the first item and request information from Corporation Counsel and the County Executive on how they plan to get all of the work done by the Board Attorney after the end of February. No second.

Evans, Zima to reinstate \$43,200 to the County Board budget for Board Attorney Services. Vote taken. Vote taken. AYE: Zima, Evans, De Wane, Scray, Erickson, Lund. NAY: Brunette.

3. **Communication from Supervisor Miller re: Brown County shall explore streaming committee meetings over the internet. It has been brought to the Administration Committee's attention**

that the video is already streamed for security purposes. The only thing lacking is audio.

Motion by Supervisor Lund, seconded by Supervisor Brunette to refer this back to staff to figure out costs and start moving forward. MOTION UNANIMOUSLY APPROVED

4. **Communication from Supervisor Erickson re: Have Green Bay Metropolitan Sewerage District Report quarterly to PD&T/Land Conservation and Semi-Annually to report on happenings at the Metropolitan Sewerage District and costs and funding. *Referred from December County Board.***

Motion by Supervisor Lund, seconded by Supervisor De Wane to request that the GBMSD attend the next PD&T meeting to hear concerns and request that they report quarterly to PD&T/Land Con and give an annual review to the County Board. MOTION UNANIMOUSLY APPROVED

5. **Communication from Supervisor Buckley re: Draft a resolution to add a fraud investigator for the Sheriff's Department to be used in conjunction with the current fraud investigator assigned to work with Human Services. This position would need to be reviewed after 1 year. Funding could come from carryover monies at the 2011 Sheriff's Department Budget. *Referred from December County Board.***

In order to do this you have to take funds out of the general fund. Use funds budgeted for 2011 for 2012 expense. Erickson felt it wouldn't hurt to put billboards up noting that Brown County prosecutes fraud. Gossage stated that Jenny Hoffman was working on that. Gossage stated they are working with the state for some funds.

Motion by Supervisor Lund, seconded by Supervisor De Wane to approve a draft of a resolution to add a fraud investigator for the Sheriff's Department to be used in conjunction with the current fraud investigator assigned to work with Human Services. MOTION UNANIMOUSLY APPROVED

6. **Communication from Supervisor Evans re: Brown County shall fund \$5 million for the KI Convention Center expansion out of the surplus funds from the existing 8% room tax. Should the project not be under construction in 2012, the appropriation be null and void. *Referred from December County Board. December Ed & Rec Minutes attached.***

Supervisor Brunette arrived at 5:49 p.m.

Supervisor Evans asked that Mayor Jim Schmitt and City of Green Bay Planning and Development Rob Strong to come forward to discuss. Evans informed that the KI Convention Center and the Resch Center were regional facilities, KI was put downtown, Resch was placed in Ashwaubenon. The County took over managing the Resch Center, City of Green Bay managed the KI. Evans stated he and Mayor Schmitt had been to numerous meetings, talked to numerous supervisors, alderman, trustees, chairmen, etc. One positive was that no one had stated they were against expanding the KI. Evans informed that he had heard negativity because people had viewed this as a City of Green Bay project. He was disappointed with the animosity and hoped it would change. With regard to the arena and Shopko Hall, he felt they had to focus on the here and now and what is in front of them which was the KI expansion. He had heard from different people that they had seen several plans. Evans stated there had been several discussions but the Schmitt/Evans Plan (attached) had been sent out and he felt it was

the best proposal. In his opinion it worked and would like to see it approved. There was a plan now and it's everyone's job now to have a kick at the cat. He would like to have an expansion to the KI this summer. The fact was they want to make sure they have appropriate funding and they have the appropriate funding with the county being a contributor of that. They are asking to step up and be a part of this regional facility. That was the most important aspect.

Supervisor Zima questioned if this was the first plan put forward, he thought he saw something a while back. He questioned if they were looking for a committee recommendation.

Schmitt informed that there had been discussion for over two years. He publically thanked Evans. He felt there was strong leadership out of the county. When Evan suggested \$5 million Mayor spoke with other supervisors who felt it was an appropriate amount. He informed they were there to discuss the County Board allocating \$5 million towards this project. Schmitt acknowledged that this was a new documented proposal and explained that there were some grants that were lost. The plan recommended that Brown County allocate \$5 million towards this project, Schmitt and Evans suggested that they use the excess room tax. However, the county might not want to do that. It was up to the county on where they get the money from.

With regard to the Schmitt/Evans plan, the City of Green Bay would be responsible for providing the KI Maintenance Fund of \$1 million with the \$100,000 a year lease. Strong informed that the payment that comes in for the management agreement is roughly \$100,000 a year. There was an increased amount in the management fee. They would retain the existing amount of management to maintain the existing facility and make an additional payment to manage the entire facility and extend their operational agreement. They sold the land underneath the facility for \$900,000+ which was set aside for the facility. It's all included in the maintenance fund. The \$1 million would go towards the construction and remodel. Strong informed they would borrow \$2 million and use the management fee to pay that debt. The \$2 million Tax Increment Financing is from the surrounding project developments, primarily the redevelopment of the Clarion and Hotel Northland. Grants have been requested, they are the last piece of the project. Schmitt stated that he was confident that if they put the other pieces into place they will received the \$1.5 million grant from the State of Wisconsin, as well as the funds for the Naming Rights. He informed that he had spoken with the Governor about this.

Evans interjected that they were asked at the last Executive Committee meeting was to bring back a plan and they have. The ownness of the county was not to get grants, the naming rights, etc. If the whole package cannot be put together then they do not provide the funding.

With the assumption of taking 50% of the 2% increase Room Tax for \$6.8M through 2029, as major part of the funding for this project, Zima informed that the Mayor's Finance Committee that Zima sat on, last Tuesday, unanimously approved giving the entire 2% increase to the Visitor and Convention Bureau. It had yet to go to the council for final approval but Zima felt the city was not in order in connection with this proposal. For the first time before this committee the county has been asked to make a \$5M contribution outright to the project and questioned if the County Executive was aware of this.

County Executive Streckenbach responded that he was aware that the city was asking for the stabilization as far as the contribution to the project. He had been on the record stating he was opposed to the county bonding.

Scray stated they understood that this was preliminary. They asked that they come back with

the numbers, they all have questions about the numbers but this was more than what they had in the past and felt this was a step forward and she was happy to discuss it.

Buckley stated that there were statements that this was a separate project he felt this encompassed quite a few things with the room tax, PMI, VCB and the KI Convention Center. Everyone was vying for the same dollars. From his point of view, sitting on the Redevelopment Authority and the Green Bay Finance Committee, they were making this too complicated. Everyone wants the 2% to go to the VCB which in turns frees up the negotiation to happen with PMI on some dollars to go towards repairs at the Resch Center. The KI Center, in his opinion, it should come out of the excess Stabilization Fund. We don't want to intermix the 2%. We're trying to bring more dollars to Green Bay. It's about everyone in Brown County and the economic that this brings to Brown County as a whole. Buckley recommended taking \$10 million out of the Stabilization Fund over 20 years to be committed towards KI Convention Center and have the city take care of their own bonding but with the 2% going to the VCB. Buckley would like to see them move forward and to give the city the direction of which way to go with this. Everyone wants it but they aren't moving forward.

Erickson questioned assuming half of the room tax was taken, who makes that decision. The committee agreed that it would be the municipalities, which haven't been agreed upon at this point. Erickson question if the Clarion would be asked for a participation or host fee as they are attached to the KI Convention Center. The two greatest benefactors are the two anchors holding up the archway. If he were to come to a convention here his first choice would be those two places due to convenience. Schmitt explained they donated the land and air rights. Erickson felt there should be a committee going around to the facilities that are benefactors and they should be asked for something.

Lund stated he wasn't against the expansion and felt it should be done. What he was asking for two months ago was for all the sides in the county to get together with the Mayor, get numbers and come through with it that way. Do we really want to bond \$5M? He thought it was coming from the stabilization fund. He would like to see where exactly this money is coming from and doesn't want to have any risk to the taxpayers of Brown County. He's not opposed to giving money to this project to get it started but doesn't want any risk or bonding and he wanted to know what they can financially afford to give to this project. There are a lot of projects out there that they already bonded for. He would like the Executive and Attorneys on board, the whole county can get behind this and get it done. Felt there was time. He wanted everyone to have a buyoff on this before it comes to the County Board.

Vander Leest stated he was involved with this issue for a long time while working with Executive Streckenbach. Their committee has had issues overall on how to maintain and handle the Arena/Resch Center complex. When the facility was built there was not a mechanism to pay for adequate maintenance to maintain the facility at the level needed. They had issues with the scoring and had to have previous donors donate \$200,000 for the flooring. The county did not have a plan on how to handle that. 1. There needs to be a change; the extra 2% needs to be paid for through the room tax. Going from 8% to 10%, instead of PMI paying VCB, that money should be put towards maintenance for facilities and other items needed. It's clear the money is not there and they would have to take care of those issues through bonding by Brown County because they have to maintain those facilities. 2. After the agreement that the 8% goes to the 10% and all of the committees agree, then Brown County can renegotiate the lease with PMI so they can actually set up a plan to take care of that complex. There had been discussions that you can't pay for maintenance for repairs or projects. The county can get approval through the

bond counsel to use some of the excess room tax money to take on different projects. He believed for demolition of the arena. If the arena was demolished they could refurbish Shopko Hall or expand there. That being said, he would like some money to the KI expansion but they have to keep some monies available for their needs in the future. He believed the arena could stand on its own as a private/public partnership. It's one of the most developable, sought after sites in the whole county. They have to understand what some of those needs and costs are first and then they should then give the remaining portion to the city for the KI expansion. Vander Leest felt \$10 million was too much, more comfortable to \$5-\$7M. There is also a concern that if you take the additional money, there would be concern from bond counsel on those changes. Maricque responded that there was concern if the stabilization fund depleted too fast. Vander Leest stated he wanted this done in a month or so.

DeWane felt if they were going to stay competitive and put difference aside no matter how long they talk they are going to hear the same things over and over again. A couple months ago he suggested \$7.5 and it was argued over. He informed if they were going to make this happen Green Bay needed to bond for the \$5M to show good faith. Brown County doesn't have to bond. They need \$7.5-\$10M of the surplus over so many years, which won't hurt Brown County. He felt it was a project well worth being done and felt it was very simple.

Zima informed that at their last meeting it was agreed upon to have Administration put together some analysis of what the long range needs are that would be room tax eligible regarding maintenance, etc. Streckenbach felt it would be completed by next week. It wasn't regarding room tax but what the needs were of the arena complex. Zima wanted an estimate of what the long term needs assessment would be. Before spending money you have to look at what your own bills are and plan for things accordingly. You project what your revenues are going to be and then look at what your primary needs are first. If there are monies left over you want to participate without jeopardizing your own economic stability.

Zima noted that there were 265 rooms at the Hyatt, 160 at the Clarion. At \$100,000 a year, if you divide that by 365 days a year and divide that by a room rent, between the two facilities, its equivalent to three room rents a day. It's roughly a \$30 million dollar project where all the capitol is provided through resources at the county and that's all they can request out of the main beneficiaries. He doesn't feel their due diligence had been done in the part of the people who want this. He felt they should be getting fees somewhere in the neighborhood of what the property tax would be for this property. The money that comes in goes to the Hyatt Corporation and not to the City of Green Bay. He felt the fee was absurdly low. Buckley interjected and stated there wasn't much money in running a hotel.

Miller questioned what kind of net revenues the Hyatt can expect from the expansion. Rob Strong explained that they take all the revenues from the KI Convention Center, the first \$110,000 roughly. When you take their cost out for managing it, maintaining it, servicing elevators, etc. they never have any money left over at the end of the contract. There is nothing there. What are they projecting with the expansion; they have not settled on a number but are looking at two and a half times what they are today: \$250,000-\$300,000 a year. They based those figures on talking with owners of facilities; they based it on where they were now. They were very committed to the project; they want to extend the management agreement. Miller questioned if they looked at similar size convention centers. Strong responded that the facilities that they looked at did not receive a payment from the entity. We are charging someone for the right to manage our facility and that's not the normal structure. To Strong it's great, they are getting \$100,000 a year and other communities aren't getting that. They give the facility

over and say manage it. Schmitt stated that the Hyatt knows a little more than those of us who looked into it and he felt that maybe there was some room here but it won't go from \$2M to \$10M. Strong felt this was a fair deal for the city and the county taxpayers.

Miller questioned the bonding from the city vs. the county. Strong informed that the original conference center was paid for by the City of Green Bay. The city had contributed to that convention facility. The expansion that took place was funded through borrowing by the Redevelopment Authority leased to the city and guaranteed by payment from the room taxes from the county. Neither the Resch Center nor the KI Center were bonded for by the County. The County guaranteed payments on those bonds. The Redevelopment Authority owns the land under the KI Center.

Motion by Supervisor De Wane, seconded by Supervisor Evans that Brown County will support the debt service on a \$10 million borrowing by the City of Green Bay for 20 years using the surplus room tax revenues. No vote taken.

Maricque explained that depending on the room tax gross the projection might be a surplus between \$7M and \$14M over the next 20 years. Assuming it's not being used for anything else.

Erickson questioned how much money was in surplus fund today, Maricque responded \$5.6M. They are looking refinancing. Right now the way the debt structures 2019 there is a payment of about \$5.1M. They will need to dip into that excess to meet their bond requirements. The \$5.6M isn't included in their definite excess over the life of the bond. If they refinance it will level it out to be about \$3.8M per year but with that their collections are \$3.6M after the municipalities fees were taken off so they will need to dip into that for the first 5 to 7 years. Erickson would like to see this move forward.

Schmitt stated that the city will borrow \$10M, the county will guarantee the payments. There will be structured payments in which their finance people will bring in a payment schedule for approval for the County Board meeting.

Streckenbach questioned if the County Board was considering voting on this next Wednesday, committing the county to that much money. If this is a bonding issue, or a stabilization issue, at this point in time he would not support this initiative because the way it is being rushed through. He did believe that there were conversations that they could continue to have that the county could look at an appropriate amount be allocated to the stabilization fund but felt there were other mechanisms that he felt were important for the county to have discussions about. One being the arena and how they were going to take care of it. When looking at the communication by Evans, he is okay with \$5M at the end of 2012 but he would also like to see the language that had been drafted in the proposed draft resolution that is scheduled to be brought to Ed & Rec. The other thing he felt they needed to be cognitive about was that they have \$5.6M in the stabilization. Looking at all the numbers and how they got there. \$1.2 came from naming rights; \$1.8 came to refinancing the bonds. That growth in the last 12 years had not been expediential and yet they are willing to allocate \$14M dollars. His other concern was that there was a community wide attempt to raise the room tax from 8% to 10%, the proposal that was being brought forward to the county to consider as far as their bonding or allocated from the stabilization fund is asking to split the communities. There were a lot of the communities outside of the City of Green Bay that would like to see the 2% go to the VCB. This proposal is asking for 1% out of the 2% to go to the KI Convention Center. The concern at this point, the county should be very concerned about what ends up happening with the room tax.

As far as allocating any funds out, until that 2% had been decided on what the municipalities are going to do with it.

Evans stated if they do this they won't go after the 1%. Schmitt stated that there was one committee out of the seven that asked the room tax. They have been invited to talk to Hobart, Suamico, Allouez and De Pere to talk about this proposal. At the end of the day they want the maintenance done, the VCB to be healthy and the KI expansion. What they proposed is the way of doing that. He felt if they do what they are going to do in this community, with the VA Clinic, new hotels and the Packer redevelopment, it was a significant number.

Board Attorney Fred Mohr stated that he and Corporation Counsel John Luetscher agreed that they had already pledged on the originally bonding on the 8% so what they are talking about is an excess room tax that doesn't yet exist. In essence they are guaranteeing something that doesn't yet exist and can't guarantee it with those funds. If you are going to guarantee it it would have to be out of general revenue funds. Not sure how they would do it but he guessed they would have to budget for it. They would have to talk to Bond Counsel to come up with what they can realistically pledge to the project.

Streckenbach informed that the numbers they were working on were more about looking at the long term, five years out, what are the needs for the arena campus (Resch Center, Shopko Hall, Arena, Hall of Fame). What are the next five year costs of operating, best estimate? The idea was that this is a separate subject and not tied to this. The main thing was the county was getting \$160,000 to maintain that much square footage and that is not enough. \$850,000 is being allocated to a third party that doesn't put any of that money into the facility and ultimately when they negotiate the lease with PMI they would like to see all that money go to the property to maintain the facilities. The only way they can do that is if the VCB had a different funding mechanism. What they had been lobbying for, for the last nine months, was the increase from 8% to 10% of the room tax. This proposal was to take half of that funding away for the KI expansion. That's the debate that the Room Tax Commission is having, it's a municipal issue, not a county issue. The county's issue is that the VCB will be feeding off the trough of the county's arrangement as far as their funding. You will never be able to renegotiate that lease because the county won't be able to come back and say we aren't giving you the money, \$850,000. We need that money to go towards this operation. It's important for the county to know where the 2% is before they start talking about any stabilization.

Motion by Supervisor Lund, seconded by Supervisor Zima to refer this back to staff to get all the numbers to be brought back to next month's Executive Committee meeting. MOTION UNANIMOUSLY APPROVED.

Strong provided a handout re: KI Convention Center Study, Community Development Authority, Green Bay, Wisconsin by Betsch (attached).

Schmitt felt there was a way to do it all and everyone had to give a little bit. He knows that PMI is willing to pay and felt there was money in there to make it work. He felt someone needed to look at that. He questioned why they can't start the negotiations now with their contract. This proposal is something they felt was do-able. As long as someone is looking at the whole picture and if they can get an answer in a month, he can support the referral.

Zima stated that he agreed with the Mayor that the talks with PMI should be concurrent, these things have to be done jointly. With regard to this proposal he wanted this must more solid

than it is now. He had never run personal business in his life in this manner. He is supportive of the referral.

Evans supported the referral, he stated his proposal was a starting piece and for discussion. He would also like to see negotiations started with PMI. Streckenbach responded that they have. There is a wish list to appropriate money towards a building, they would prefer to do that than pass it on to a third party organization that had nothing to do with our organization or our facility or our programming. Yes, they have started negotiations but it's difficult when you don't know what the amounts are.

Motion by Supervisor Evans, seconded by Supervisor Erickson to suspend the rules to take #7 next. MOTION UNANIMOUSLY APPROVED.

7. Communication from Supervisor Schuller re: To create a prescription drug program for all Brown County employees for 2012; which includes a \$5,000 maximum for out of pocket costs. Referred from December County Board.

Schuller informed that he brought this communication forward because an email was sent to the Board of Supervisors from individuals that work for the county. The county had dropped their prescription drug cost cap. Lund noted that some employees were going to be hurt by this change and they have to do something that's reasonable as the County Board to protect those employees. Lund's feelings were that it was not fair for employees to go broke.

Schuller stated the philosophy of the county as a whole was to lower costs in terms of benefits. By removing that cap of \$1,000, they saved \$1.2 million with that cap in place. He felt they could still provide to our employees a benefit that they desperately need. He suggested a \$5,000 or \$2,500 cap to get discussions started. After speaking with some employees they explained that they would be happy with even a \$5,000 cap.

Mohr explained that this was just a cap on prescription drugs. There was a three-tier drug program so they would pay the employee portion whether it be the generic drug, etc. The old cap was \$1000 per individual for prescription drugs and anything beyond that the county paid at 100%. Some people in county that have continuing and very high drug costs. The history of this was a recommendation by the former County Executive back in 2009 and adopted to take that cap off over the transition period which was done. If you put the cap back on the affect will not be immediate. The affect will be that there will be a draw down on the reserves and will be paying more claims out. Next year when the county is rated, they will be rated on the experience levels. The impact would be next budget year if there is one.

Erickson spoke with several county employees and people in the private sector on how they are compensated and he ran into one person with a similar type, \$5000 cap and they were making \$40,000. When you start taking away household expenses, mortgages, retirement, medical etc. they didn't know how they were going to pay that prescription.

Fewell recommended setting a cap at \$1,000-\$1,500 per individual. If they were talking about increasing it to \$2,000, for a family of four, they have the potential of paying \$8,000 out of pocket for prescription meds. When you get that high deductible for prescription meds, under the Federal law you can participate in a HAS and a high deductible health plan most of those are set at \$6,000. He felt it was fair to go back to the \$1,000-\$1,500 cap.

As of January 1, 2012 the cap was off. Employees would pay on Tier-one/generic: 10% and the county paid 90%. If they had \$10,000 in prescription drugs the county paid \$9,000 and the employee paid \$1,000; Tier-two: 25%/75%; Tier-three: 35%/65%. There was zero co-pay for generic but co-pay for drugs that were not generic.

There were very few people that had very high costs. Zima questioned why they would set the cap so low. If a person had to pay up to \$2,000 on a very high bill it was a very fantastic bargain.

Lund felt these were employees of the county and its getting to a point where people have to choose to live in their house. Skilled workers may look around for another county that covers their employees. He would like to see at cafeteria plans and other ways of saving money to keep it at that same level. There are some people that might not be spending on prescription drugs or may not go and get a wellness checkup this year. There are some people that are contributing to the plan without ever taking any benefit of the plan. He felt there should be a group of workers for the, have a committee on these benefits to work alongside HR.

HR Manager Klarkowski informed that this was something Brown County had been talking about in bargaining since 2009. This had been presented since 2009. Mohr stated if employees are saying they are surprised then their representatives weren't informing them. Klarkowski stated that when they settled for 2010 and 2011 with every bargaining group it was strongly recommended and required that HR had to do multiple sessions informing every one of the health insurance changes. They scheduled 4-5 meetings for every bargaining unit and either no employee showed up or there was extremely low participation. They have the numbers on file. There was this one change recommended to the prescription drug plan. Employees had over two weeks with the annual enrollment process. The county does not have an HSA plan. The county had a high deductible/VEBA account \$1,500 and \$3,000, a PPO account with deductibles with \$250 and \$750.

Brunette stated as elected supervisors it puts them in a tough spot because they are torn between decency for our workers and the fact that as elected people they were responsible for balancing the county budget and deciding these health insurance decisions. The county is self-insured and had a surplus so this would cut into the surplus for this year and then determine the rates for next year. For this time he would like to decide on outright decency for fellow man.

Motion by Supervisor Erickson, seconded by Supervisor De Wane to put a cap of \$1,500 maximum per individual per year, \$3,000 maximum per family per year on the prescription drug program. MOTION UNANIMOUSLY APPROVED

Item #2 at this time.

Resolutions

8. Resolution re: To Approve the Supplemental Lease.

Supervisor Zima arrived at 5:35 p.m.

Corporation Counsel John Luetscher, Finance Director Carolyn Maricque and John Mehan, Managing Director for Robert W. Baird & Co. were present.

Luetscher explained that CDA had the opportunity in 2012 to refund or refinance the bonds that they issued back in 2002. There are some economic advantages to do the refunding. Part of the

issuance of the bonds involved a lease that runs between CDA and Brown County. The CDA leases the Resch Center to Brown County; Brown County pays rent to them which are comprised of room tax revenues which the CDA uses for the debt service on the bonds. When these bonds are refunded in 2012, amendments and changes to the lease agreement between CDA and Brown County will be part of the bond refinancing. Luetscher referred to the memo from Maricque and explained it gave further explanation. This initiative should stand alone and makes sense independent from the discussion regarding the KI Center improvements. From an economic standpoint it was a wise move by the CDA and in turn the county.

Motion by Supervisor Lund, seconded by Supervisor Erickson to approve. MOTION UNANIMOUSLY APPROVED

9. Resolution re: Change in Table of Organization Museum Guest Services Coordinator.

Supervisor Erickson questioned the salary increase; Museum Director Rolf Johnson explained there was a much greater emphasis on visitor services and on the clients. This position will also be doing the security monitoring.

Motion by Supervisor Lund, seconded by Supervisor Erickson to approve. MOTION UNANIMOUSLY APPROVED

Legal Bills

10. Review and Possible Action on Legal Bills to be paid.

Motion by Supervisor Zima, seconded by Supervisor De Wane to approve. MOTION UNANIMOUSLY APPROVED

11. Resolution re: To Authorize use of Funds to Retain outside Legal Counsel. *Referred from December County Board.*

Corporation Counsel John Luetscher explained that this resolution had been around for a few months. Luetscher had asked for authorization to obtain outside legal counsel to assist the Solid Waste Department with Solid Waste Management Services Agreement that they were currently negotiating with numerous municipalities. There was also an agreement that they wanted to enter with private companies as well. There was a component of the Solid Waste Management Services Agreement with municipalities that involves an agreement with Oneida Energy Incorporated (OEI) which involves an alternative process for solid waste. The attorney had been working on it and Interim Port and Solid Waste Director Dean Haen had been very happy with the work she had done and they had received valuable advice from her. At this point they were moving forward with negotiations with OEI and he would specifically like to have this type of counsel involved due to issues with respect to contracting with Indian Tribes which are very important and very complex and would like that assistance.

Zima questioned if this was work his office didn't have expertise in. Luetscher agreed, not so much the contract but there were some issues with respect to the agreement and indemnification provisions where they were agreeing to indemnify the municipalities which he was not comfortable with. Also the issues with respect to the Indian Law, they do not have the expertise. They have been working with one attorney from Michael, Best and Friedrich LLP.

De Wane questioned if this was something the Board Attorney had expertise in, Mohr

responded that he didn't really know any Indian Law and that it was very special.

Chair Mary Scray arrived at 5:42pm

Motion by Supervisor Lund, seconded by Supervisor Zima to approve. MOTION UNANIMOUSLY APPROVED

Reports

12. County Executive Report.

No report.

Motion by Supervisor Evans, seconded by Supervisor De Wane to receive and place on file. MOTION UNANIMOUSLY APPROVED

13. Board of Supervisors – Budget Status Financial Report for November, 2011.

Motion by Supervisor Lund, seconded by Supervisor De Wane to receive and place on file. MOTION UNANIMOUSLY APPROVED

14. Board Attorney Report.

- a) Board Attorney Activities.
- b) Discussion re: Prescription Drug Cap.
- c) Discussion re: Room Tax.

Motion made by Supervisor Zima, seconded by Supervisor Evans to handle items 14a, b, and c when they come up on the agenda. MOTION UNANIMOUSLY APPROVED

Vacant Budgeted Positions (Request to Fill)

15. Administration/Finance – Accountant Supervisor (vacated 1/05/12).

Human Resources Manager Debbie Klarkowski informed that items 15-23a had been thoroughly evaluated and were all recommended filling at this time.

16. Human Services – Economic Support Specialist I (vacated 12/28/11.) See #23a.

17. Human Services – Social Worker/Case Manager (Adult Protective Svcs.) (vacated 1/16/12). See #23a.

18. Human Services – Social Worker/Case Manager (CLTS) (vacated 12/09/11). See #23a.

19. Human Services – Social Worker/Case Manager (Foster Care Coord.) (vacated 1/03/12). See #23a.

20. Human Services – Staff RN (Community Treatment Program) (vacated 9/09/11). See #23a.

21. Human Services – LPN (Community Treatment Program) (vacated 12/16/11). See #23a.

22. Register of Deeds – Tract Index Specialist (vacated 8/01/11). See #23a.

23. Sheriff's Department – Lead Mechanic (vacated 12/30/11). See #23a.

#23a Highway Dept. – Engineering Manager Position.

Motion by Supervisor Lund, seconded by Supervisor Evans to suspend the rules to take items 15-23a as one item. MOTION UNANIMOUSLY APPROVED

Motion by Supervisor De Wane, seconded by Supervisor Erickson to approve 15-23a. MOTION UNANIMOUSLY APPROVED

Motion by Supervisor Evans, seconded by Supervisor De Wane to take item #6 at this time. MOTION UNANIMOUSLY APPROVED.

Other:

24. Such Other Matters as Authorized by Law:

Need to set the elected officials by March. Before collect data, what do they want. Can put on agenda item. Do not want the information.

Needed to post internal auditor as quickly as possible. Put on agenda for County Board.

Motion made by Supervisor Lund, seconded by Supervisor Erickson to adjourn at 9:11 p.m. MOTION APPROVED UNANIMOUSLY

Respectfully submitted,

Alicia A. Loehlein
Recording Secretary

PROCEEDINGS OF THE BROWN COUNTY EXECUTIVE COMMITTEE

Pursuant to Section 18.94 Wis. Stats., a regular meeting of the **Brown County Executive Committee** was held on Monday, December 12, 2011 in Room 200 of the Northern Building – 305 East Walnut Street, Green Bay, Wisconsin

Present: Mary Scray, Chair; Jesse Brunette, Bernie Erickson, Pat Evans,
Tom Lund, Guy Zima
Excused: DeWane
Also Present: Troy Streckenbach, Fred Mohr, Deb Klarkowski, Sara Perrizo,
Brian Lamers & Highway Dept staff, Brian Shoup,
Judy Friederichs, Mary Johnson, Supervisor John VanderLeest
Other Interested Parties

I. **Call Meeting to Order:**

The meeting was called to order by Chair Mary Scray at 6:30 p.m.

ii. **Approve/Modify Agenda:**

Items were taken out of order, although shown in proper format here.

Motion by Supervisor Erickson, seconded by Supervisor Evans to approve the agenda as amended. MOTION UNANIMOUSLY APPROVED

III. **Approve/Modify Minutes of November 3, 2011:**

Motion by Supervisor Erickson, seconded by Supervisor Zima to approve. MOTION UNANIMOUSLY APPROVED

Communications:

1. **Communication from Supervisor VanderLeest re: Request to include a commitment of future excess Room Tax Monies in Brown County toward the Resch Center, Shopko Hall, and Arena Complex Capital needs. This would be included in our resolutions related to supporting the KI Expansion. *Motion at 10/3/11 mtg: To hold one month with a request that the County Executive and Supervisor VanderLeest bring back information related to future maintenance costs for the arena complex; Motion at 11/3/11 mtg: To hold (Supervisor VanderLeest not present):***

Supervisor VanderLeest and County Executive Streckenbach addressed the committee regarding a commitment from Brown County related to excess room tax monies. VanderLeest pointed out that current maintenance of the arena and Resch Center is not adequate and it is his understanding that excess room tax dollars cannot be used for this purpose.

Streckenbach explained that investigation of general maintenance of buildings and facilities finds that the general rule is to allow 2% to 4% for this purpose. When looking at the total value of the arena campus this would equate to \$1.1 million at 2%, or \$2 million at 4%. He believes there should be a partnership between the enterprise overseeing the property in addition to the County. How much PMI and the County are contributing or appropriating towards this allocation is being reviewed. Streckenbach pointed out that future contracts with PMI and the VCB are coming up and long term maintenance costs will be discussed. He opined that the County should "divorce" itself from the VCB component and directly contract with PMI solely.

The stabilization fund, as agreed to in 1999, should hold \$5.1 million and currently has a balance of \$5.6 million. He indicated this fund was set aside for the purpose of paying down

debt, expansion, capital, or tourism related activities. There have been discussions with the Village of Ashwaubenon to refinance their bonds which would allow a savings.

Supervisor Evans informed the committee of a Room Tax meeting scheduled for January 11th. Evans indicated he is promoting expansion of the KI Convention Center, suggesting that in addition to a commitment for room tax dollars toward the Arena complex, that \$7.5 million be committed to the KI expansion.

Motion by Supervisor Evans, seconded by Supervisor Erickson to commit excess Brown County Room Tax Dollars toward the Resch Center, Shopko Hall, and Arena Complex capital needs, in addition to a \$7.5 million county commitment to the KI Convention Center expansion.

Supervisor Zima indicated he would not support any motion to commit County dollars to the KI expansion without seeing sound numbers. The County Board submitted a resolution in the last months to the City which supported the concept of an expansion, stating they would not commit a specific dollar figure until they have more facts. Other members of the committee supported Zima's remarks. Attorney Mohr was directed to bring back to committee the previous Resolution which approved the concept of expanding the KI Convention Center.

MOTION WITHDRAWN

Motion by Supervisor Zima, seconded by Supervisor Erickson that studies continue and that the Internal Auditor and Board Attorney review what the City of Green Bay has collected and report back.

MOTION APPROVED UNANIMOUSLY

2. **Communication from Supervisor Tom Lund re: Put \$20,000 in County Board budget for outside legal counsel and establish a policy for this usage. *Referred from November County Board:***

Supervisor Lund asked for consideration to place dollars in a fund for outside legal counsel if a dispute would arise between the Board, their attorney, and Corporation Counsel. He asked that approval for outside counsel be made by the Board, not an individual supervisor. Money would come from the General Fund.

Motion by Supervisor Lund, seconded by Supervisor Erickson to set aside \$10,000 from the General Fund for outside legal counsel, use of which to be decided by the full County Board.

Supervisor Zima requested that the matter be held for one month so that Attorney Mohr can review the matter. Mohr was asked to prepare a report outlining the work he does for the Board.

MOTION WITHDRAWN

When Counsel Streckenbach was asked his opinion, he replied he would wait for the report and final recommendation. He pointed out that approval would require a three-quarter vote of the County Board.

Motion by Supervisor Zima, seconded by Supervisor Lund to hold until the January meeting and a report received from Attorney Fred Mohr.

MOTION UNANIMOUSLY APPROVED

January 11, 2012

Dear City Alderpersons and County Board Supervisors,

With regards to the 2012 KI Convention Center expansion, the Schmitt/Evans Plan will achieve all goals set forth by area stakeholders. The plan will fund the Convention and Visitors Bureau, expand the KI Convention Center and allow funding for the Resch Arena. After considering several funding mechanism proposals, we recommend the following funding sources for the proposed KI Convention Center expansion:

- Brown County appropriation \$5.0M effective 2012
- Room Tax (50% of 2% increase)\$6.8M through 2029 (life of remaining bond payments)

The above two sources will provide the funding necessary to allow the City to secure the remaining funds needed for the expansion. The City of Green Bay will be responsible for obtaining the following sources:

- KI Maintenance Fund \$1.0M
- Hyatt Management Fee \$2.0M
- Tax Increment Financing \$2.0M
- Naming Rights \$1.5M
- Grants \$1.5M

This proposal will allow for construction in 2012 with a facility that will enable us to remain economically competitive in our region. As previously presented, this project will prevent a significant loss of room tax revenue from our area and will establish a positive economic impact of more than \$4M/year producing \$248,135 annually in increased room tax revenue. For every dollar invested in this project, we can expect a \$12.67 annual return to our community. If we do not do this expansion, our community will lose \$8M of economic impact, 23,890 room nights and \$143,340 of current room tax revenue.

Benefits of the Schmitt/Evans Plan include the following:

- 1) The 1% room tax revenues given to the KICC expansion would allow us to maintain and expand conference activity.
- 2) The remaining 1% (50% of 2% increase) will be available to fund CVB activities, amounting to approximately \$500,000 per year.
- 3) Should the County use surplus room tax revenues to bond for the County's \$5.0M appropriation, additional excess revenues of \$3.1M to \$7.1M would still be available for Brown County.
- 4) Yearly PMI payments (currently approx. \$1M/year) will still be available for use by the County and/or the CVB.

We believe this is a fair distribution of available funds and would support regional efforts to bringing more tourism and business to the greater Green Bay area. Thank you for your continued consideration.

Sincerely,

Jim Schmitt, Mayor
City of Green Bay, WI

Patrick Evans, Supervisor
Brown County, WI

was pledged for the purpose of, among other things, making debt service payments on the bonds issued for the KI Center and the Resch Center. The County agreed to guarantee the bond issues if the room tax revenue generated with an 8% room tax becomes inadequate to pay the debt service. The Trustee for the bonds, Associated Bank, created a Room Tax Stabilization Fund to accumulate room tax revenue not needed for current debt service. This fund has grown over the years and it now contains a balance exceeding what is needed for the stabilization fund.

The Cooperation Agreement and other financing documents detail how surplus funds in this account can be used.

The Cooperation Agreement states at section 5.07:

“If the Room Tax Commission holds and retains Surplus Net Room Tax Revenues, then such Surplus Net Room Tax Revenues shall at the election of the County be made available to the Authorities

- (i) For payment of debt service on the Bonds,
- (ii) For Municipal Development Cost,
- (iii) To reduce the size of the Bond issues,
- (iv) For early redemption of bonds;

or be made available for such other tourism activities and promotion as approved by the County.

You can see the Cooperation Agreement restricts the ways the surplus funds can be expended. Moreover, bond counsel for these bond issues has advised the trustee, Associated Bank, the trustee can reasonably require evidence of how payments from the fund will be used for tourism activities and promotion if that election is made.

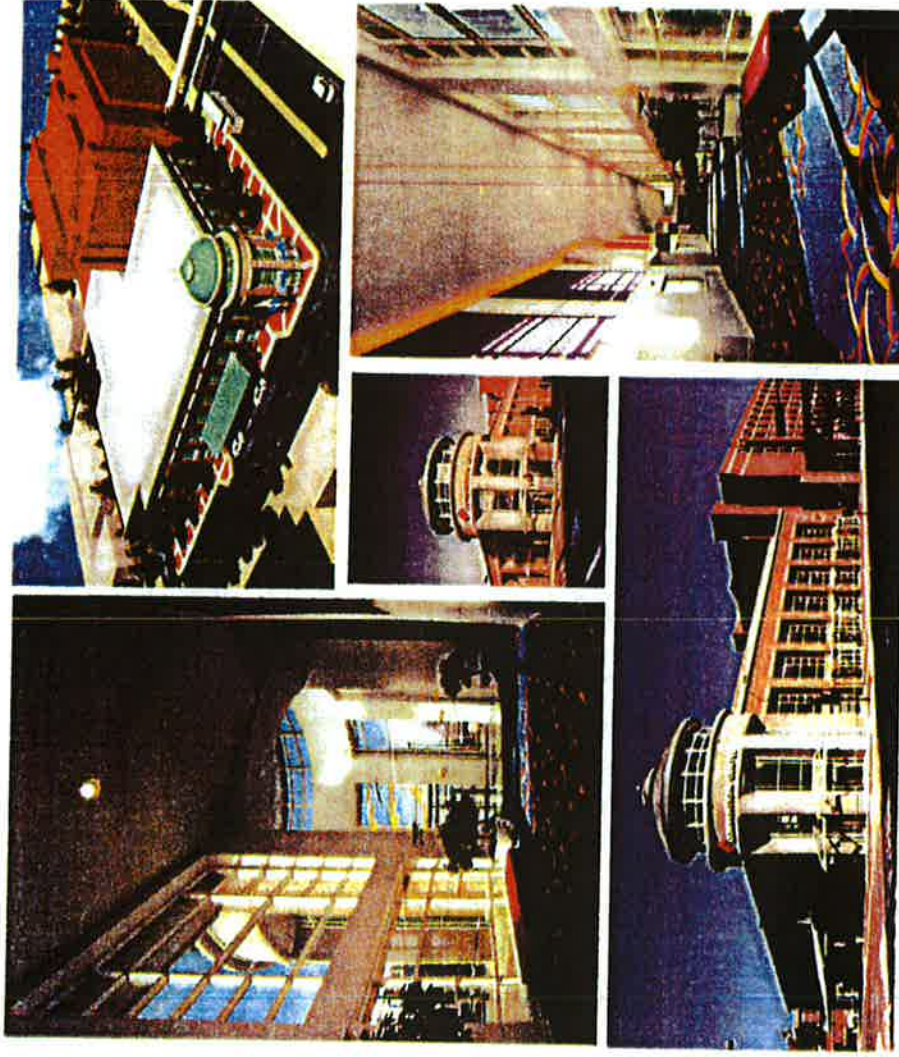
I conclude these “Surplus Net Room Tax Revenues” are available to be expended for specific purposes pursuant to the parties’ agreements and the bond documents. The trustee will verify the funds are used for such an authorized purpose.

I hope this information is helpful to the Committee.

Respectfully,

John F. Luetscher
CORPORATION COUNSEL

JFL/rrm



KI Convention Center Study Community Development Authority Green Bay, Wisconsin



KI Convention Center Study

In 2000 the Green Bay Redevelopment Authority and the Metropolitan Executives for a Convention Center and Arena (MECCA) completed the design and construction of the KI Convention Center as a part of the redevelopment effort for downtown Green Bay. The building was designed to expand the outdated conference center that was part of the Regency Suites Hotel. At that time, the sizing for the meeting space in the new convention center was based upon a lost business summary comprised of those events which either used the existing facility, but were outgrowing its available meeting space or those events which expressed an interest in coming to Green Bay based upon the proposed facility.

Since its opening, the building has been very successful in maintaining its existing business and in capturing a high percentage of the conventions and state association meetings that were interested in coming to the City. However, several of these meetings have again grown to the point that the convention center can no longer accommodate their needs. As a result, the building is beginning to lose business to other competitive facilities which have been constructed or expanded since the KI Convention Center was completed.

Methodology

In the fall of 2008, the City of Green Bay and the Hotel Sierra engaged BetschAssociates to provide an economic feasibility study for the potential options for expansion of the facility. BetschAssociates has worked closely with the staff of the Hotel Sierra, the managers of the Convention Center, the Greater Green Bay Convention and Visitors Bureau, and the City of Green Bay Planning staff to complete the following tasks:

- Summarize the current meeting needs of the meetings which have expressed an interest in coming to Green Bay, but have not held a meeting at the KI Convention Center.
- Benchmark a series of expansion options for the KI Convention Center to the available ballroom, exhibition, and breakout meeting spaces within the region.
- Develop a lost business summary for each expansion option with the corresponding number of delegates, room nights, and economic impact which could potentially be captured by each.

- Summarize the annual economic impact for each expansion option including the existing meeting business, the potential capture of a percentage of the lost business, and new business generated by the availability of added meeting space
- Develop a building program and estimate of project cost for each expansion option.
- Compare the annual economic impact to the project costs for each expansion option to establish the relative return on investment under each scenario

Executive Summary

In order to maintain its competitive edge and maintain the meetings which currently come to the facility, the KI Convention Center should be expanded. Without this expansion, these meetings will gradually leave the community to be held at other facilities which can accommodate their size. This will mean the loss of a significant portion of the current \$31 million in direct spending which this building brings to the community annually.

This study evaluated the feasibility and economic impact of the following expansion options: Option 1 - Renovation of the existing building, Option 2 - Small expansion and interior expansion into the adjacent office building, Option 3 - Expansion to the north across Elm Street, Option 4 - Expansion to the west over the Holiday Inn parking lot, and Option 5 - Larger expansion to the west.

Based upon the relative projected economic impacts and ratios of Direct Spending to Project Cost (return on investment) for each of the expansion options shown in the attached **Executive Summary** (Page 2) and the ability of Option 4 to capture 79% of the available lost business opportunities, we recommend that the City consider an expansion program, similar to Option 4B, either in whole or in phases to meet the current and future meeting needs in the region. In addition, only Option 4 is of a size that will not be obsolete by the time the new facility is designed and constructed. It is our belief that the expansion of the convention center in conjunction with the upgrade to the adjacent Holiday Inn, improvements to the Green Bay waterfront, and development of additional housing and restaurant infrastructure will solidify this area as the northern terminus for the downtown redevelopment and provide the impetus for sustained growth of the urban core.

Executive Summary
KI Convention Center Study

Expansion Option	#1 Renovation	#2 Expansion	#3 Expansion	#4 Expansion	#5 Expansion
Meeting Square Footage	45,290	55,800	58,950	75,950	105,590
Totals for Existing Building and Expansion					
Attendees	178,460	181,108	211,940	243,106	249,991
Delegates Days	293,090	296,533	350,400	407,499	423,564
Room Nights	100,375	100,968	116,420	133,213	140,098
Direct Spending	\$31,737,750	\$31,991,018	\$37,363,120	\$43,264,408	\$45,405,643
Annual Economic Impact	\$63,475,500	\$63,982,035	\$74,726,240	\$86,528,817	\$90,811,287
Direct Local Wages 25% of Direct Spending	\$7,934,438	\$7,997,754	\$9,340,780	\$10,816,102	\$11,351,411
Employment Based upon Direct Spending	1,154	1,163	1,359	1,573	1,651
Room Tax Based upon 8% of Room Night Revenue	\$722,700	\$726,966	\$838,224	\$959,135	\$1,008,707

Totals For Expansion Only					
Attendees	3,460	6,108	36,940	68,106	74,991
Delegates Days	5,590	9,033	62,900	119,999	136,064
Room Nights	1,625	2,218	17,670	34,463	41,348
New Direct Spending	\$545,250	\$798,518	\$6,170,620	\$12,071,908	\$14,213,143
Annual Economic Impact	\$1,090,500	\$1,597,035	\$12,341,240	\$24,143,817	\$28,426,287
Direct Local Wages 25% of Direct Spending	\$136,313	\$199,629	\$1,542,655	\$3,017,977	\$3,553,286
Total Employment Based upon Direct Spending	20	29	224	439	517
Room Tax Based upon 8% of Room Night Revenue	\$11,700	\$15,966	\$127,224	\$248,135	\$297,707

Expansion Square Footage	0	3,190	34,370	68,880	132,280
Renovation Square Footage	15,060	29,380	16,035	5,110	5,110
Project Cost	\$2,193,400	\$5,431,016	\$18,713,186	\$19,053,336	\$36,155,183
Direct Spending- 20 Years	\$10,905,000	\$15,970,350	\$123,412,400	\$241,438,165	\$284,262,865
Ratio of Direct Spending to Project Cost	4.972 :1	2.941 :1	6.595 :1	12.672 :1	7.862 :1

6

Comparison of Regional Facilities KI Convention Center Study

Facility	Arena SF	Ballroom SF	Meeting Rms No	Exhibition SF	Auditorium SF	Guest Rooms	Meeting SF Total	Remarks
Radisson Hotel Green Bay, WI		7,392 * 14,100 *		3,468		408	25,360	
Holiday Inn Stevens Point, WI			14		45,000	149	45,000	* Combined meeting, exhibit, and banquet space
KI Convention Center #1-Existing		9,450 * 9,660	11	8,480 **	17,700	241 # 600 ***	45,290	* Ballroom subdividable into 4 rooms, 2,300-2400 SF. ** Exhibition hall & ballrooms create a 36,200 SF space *** Hotel rooms downtown. # Connected hotel rooms
Madison Marriott West Middleton, WI		10,000	7	10,000	30,000	292	50,000	
KI Convention Center Option #2- Expansion				7,600	3,100		55,800	10,700 SF of new meeting space 11,785 of total new SF
La Crosse Center, WI	21,000 *	6,000	11			159 **	60,000 *	Square footage of floor space, 8,000 seats ** Rooms at the Radisson Hotel, accessed via skywalk
Kalahari Resort Wisconsin Dells		17,200 * 20,560 *	19	23,659		750	61,419 *	2 ballrooms convert to flexible meeting or expo areas
KI Convention Center Option #3- Expansion				17,560	1,120		58,950	13,660 SF of new meeting space 34,370 of total new SF
Fox Cities Convention Center Appleton, WI*		15,000		15,000	35,000		65,000 *	Proposed facility
KI Convention Center Option #4- Expansion		20,900		9,760			75,950	30,660 SF of new meeting space 68,880 of total new SF
Monona Terrace Madison, WI		13,500 *	17	28,800	37,200	240 **	85,000 *	Ballroom subdividable into 4 rooms, 2,900-3,800 SF. ** Rooms at the Hilton accessed via skywalk
Chula Vista Resort Wisconsin Dells		3,100 5,500	11	22,300 *	12,700	620	100,000 *	Flexible meeting space
KI Convention Center Option #5- Expansion		25,000		35,660			105,950	30,560 SF of new meeting space 132,280 of total new SF
Alliant Energy Center Madison, WI	50,000 * 22,000 **		14	50,000	100,000	140	150,000 *	Square footage of floor space; 10,000 seats ** Arena seats between 550-2500
Midwest Airlines Center Milwaukee, WI	24,000 *	37,500 **	28	188,700	31,900	1150 ***	258,100 *	Square footage of floor space; 12,700 seats ** Ballroom subdividable into 4 rooms, 6,200-12,700 SF. *** Attached to convention center

Option #2 makes the KI Center competitive the Madison Marriott West.

Option #3 makes the KI Center competitive the Madison Marriott West, LaCrosse Center, Kalahari Resort, and the proposed Fox Cities facility.

Option #4 makes the KI Center competitive the Madison Marriott West, LaCrosse Center, Kalahari Resort, the proposed Fox Cities facility and Monona Terrace

Economic Impact Summary
KI Convention Center Study

Option #4 Expansion

	***Attendees	Delegate Days	**\$/Day	Room Nights	**\$/Day	Direct Spending	*Economic Impact
<i>Based upon actual attendance figures from 2008 as a typical year</i>							
Existing Business							
Concerts/Entertainment	0	0	\$35		\$211	\$0	\$0
Sporting Events	0	0	\$30		\$211	\$0	\$0
One Day Meetings	25,000	25,000	\$35	1,250	\$211	\$1,095,000	\$2,190,000
Social Events	75,000	75,000	\$35	3,750	\$211	\$3,285,000	\$6,570,000
Conventions	75,000	187,500	\$75	93,750	\$211	\$26,812,500	\$33,625,000
Subtotals	175,000	287,500		98,750		\$31,192,500	\$62,385,000
Lost Business Opportunity							
Concerts/Entertainment	0	0	\$35		\$211	\$0	\$0
Sporting Events	0	0	\$30		\$211	\$0	\$0
One Day Meetings (25% of Existing Business)	6,250	6,250	\$35	313	\$211	\$273,750	\$547,500
Social Events (20% of Existing Business)	15,000	15,000	\$35	750	\$211	\$657,000	\$1,314,000
Conventions (60% capture rate)	18,075	54,705	\$75	22,827	\$211	\$7,207,347	\$14,414,694
Subtotals	39,325	75,955		23,890		\$8,138,097	\$16,276,194
New Business							
Concerts/Entertainment	0	0	\$35		\$211	\$0	\$0
Sporting Events	0	0	\$30		\$211	\$0	\$0
One Day Meetings (25% of Existing Business)	6,250	6,250	\$35	313	\$211	\$273,750	\$547,500
Social Events (20% of Existing Business)	15,000	15,000	\$35	750	\$211	\$657,000	\$1,314,000
Conventions (25% of Lost Business)	7,531	22,794	\$75	9,511	\$211	\$3,003,061	\$6,006,123
Subtotals	28,781	44,044		10,574		\$3,933,811	\$7,867,623
Totals	243,108	407,499		133,213		\$43,264,408	\$86,528,817

* The Economic Multiplier is based upon a very conservative 2.0 times Direct Spending.

** The dollars per delegate day and room night are based on figures provided by the Greater Green Bay Convention and Visitors Bureau.

*** The attendees for each type of event have been confirmed with the staff of the Hotel Sierra

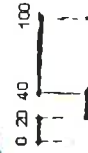
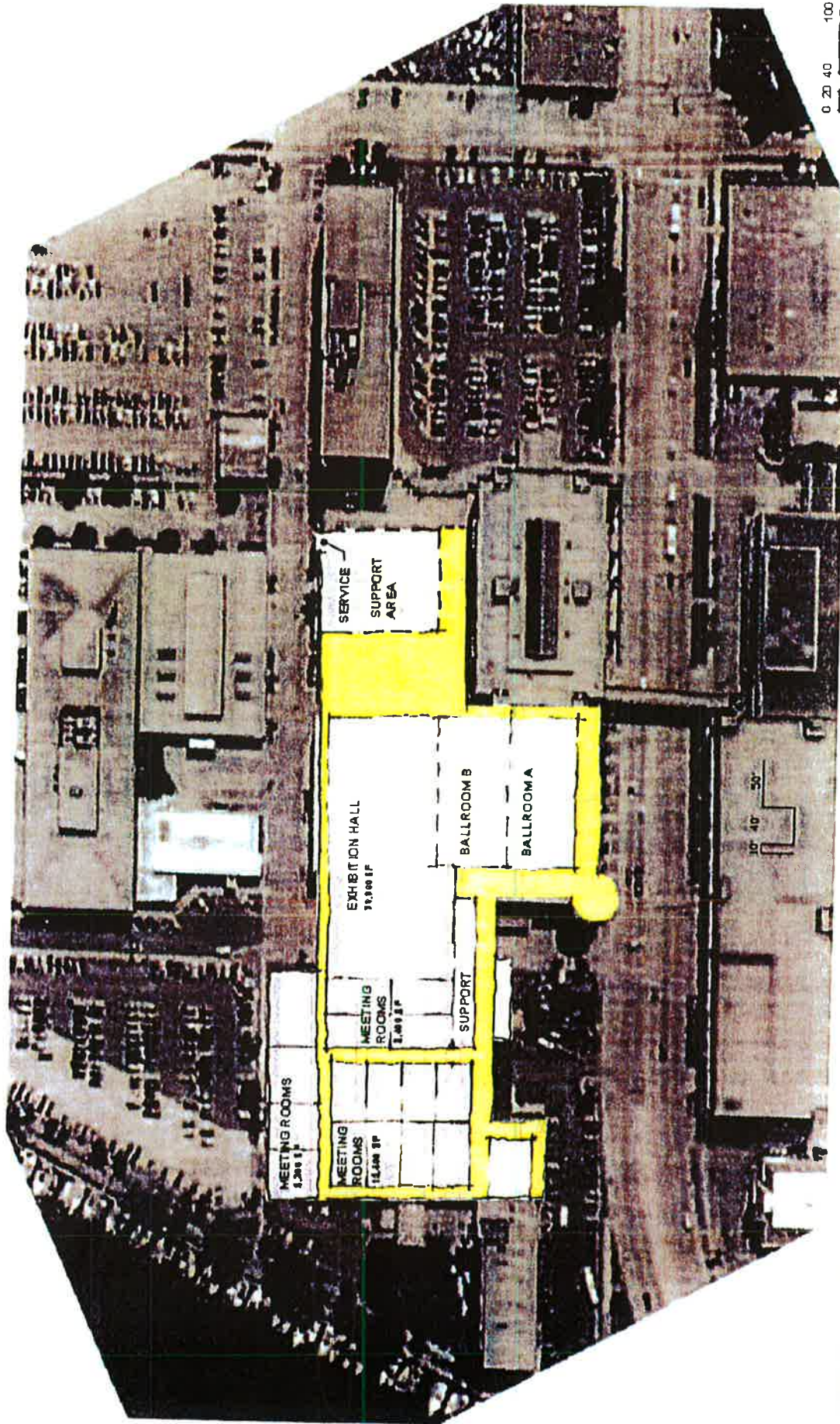
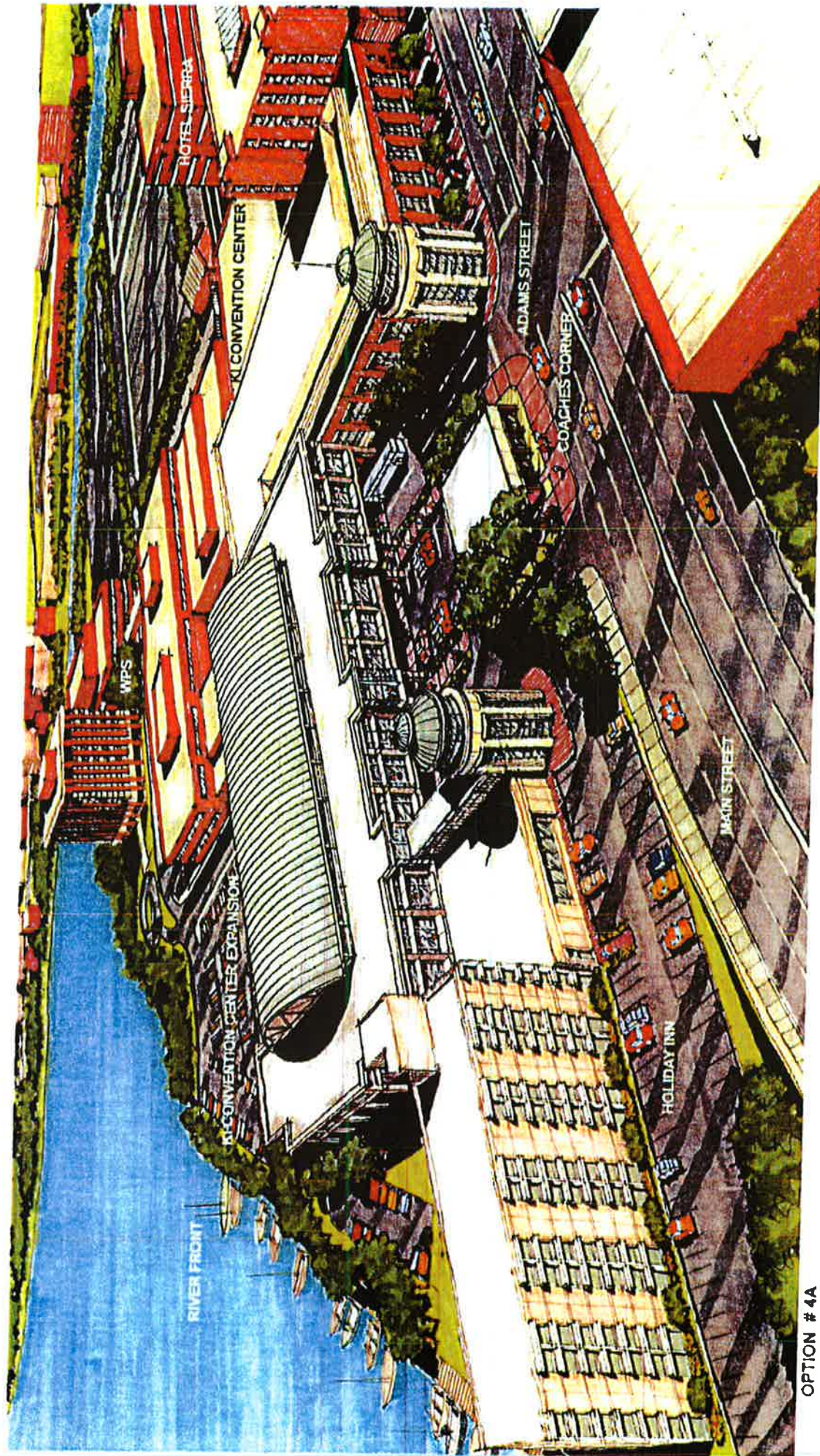


FIGURE 4

OPTION #4 FLOOR PLAN



OPTION #4A

**COUNTY BOARD OF SUPERVISORS
OF
BROWN COUNTY, WISCONSIN**

January 18, 2012

Resolution No. _____

**A RESOLUTION AUTHORIZING AND APPROVING A SUPPLEMENT
TO LEASE RELATING TO THE ISSUANCE OF REFUNDING BONDS
FOR THE ARENA PROJECT BY THE COMMUNITY DEVELOPMENT
AUTHORITY OF THE VILLAGE OF ASHWAUBENON, WISCONSIN,
AND OTHER DETAILS WITH RESPECT THERETO**

WHEREAS, the Community Development Authority of the Village of Ashwaubenon, Wisconsin (the “**Issuer**”) heretofore issued its \$35,835,000 Lease Revenue Bonds, Series 1999A (Arena Project), dated December 1, 1999 (the “**Series 1999 Bonds**”), under an Indenture of Trust, dated as of December 1, 1999 (the “**Indenture**”), from the Issuer to Associated Trust Company, National Association, as trustee (the “**Trustee**”); and

WHEREAS, the Issuer heretofore issued, to refund the Series 1999 Bonds, its \$37,305,000 Lease Revenue Refunding Bonds, Series 2002 (Arena Project), dated May 24, 2002 (the “**Series 2002 Bonds**”), under the Indenture, as supplemented by a First Supplement to Indenture, dated as of May 1, 2002 (the “**First Supplement to Indenture**”), from the Issuer to the Trustee; and

WHEREAS, in connection with the issuance of the Series 1999 Bonds, Brown County, Wisconsin (the “**County**”), along with certain municipalities and other parties relating to the Series 1999 Bonds, entered into a Cooperation Agreement, dated as of July 1, 1999 (the “**Cooperation Agreement**”), authorizing various agreements among the parties and pledging room taxes in support of the projects described therein and the bonds issued to finance those projects, including the Series 1999 Bonds, the Series 2002 Bonds, and any additional bonds such as refunding bonds; and

WHEREAS, in its resolution adopted on May 19, 1999, the County Board of Supervisors of the County (the “**Governing Body**”) approved and authorized the execution of the Cooperation Agreement, including all related agreements, leases and conveyances, and any supporting documentation and all documents necessary for the issuance of the Series 1999 Bonds and any Additional Bonds (as defined in the Cooperation Agreement), which includes the Series 2002 Bonds and any additional bonds such as the refunding bonds; and

WHEREAS, the County and the Issuer also entered into a Lease, dated as of December 1, 1999, in connection with the issuance of the Series 1999 Bonds, and a First Supplement to Lease (Additional Bonds), dated as of May 1, 2002, in connection with the

issuance of the Series 2002 Bonds (collectively, the “**Lease**”), through which the Issuer agreed to lease certain real property improvements to the County, and the County agreed to lease such real property and improvements from the Issuer; and

WHEREAS, it is necessary, desirable, and in the best interest of the County for the Issuer to issue additional bonds in a principal amount sufficient to refund the callable maturities of the Series 2002 Bonds (the “**Refunding Bonds**”) pursuant to a Second Supplement to Indenture (the “**Second Supplement to Indenture**”) to be entered into between the Issuer and the Trustee; and

WHEREAS, in connection with the issuance of the Refunding Bonds, the Issuer and the County will enter into a Second Supplement to Lease (Additional Bonds) (the “**Second Supplement to Lease**”) setting forth the schedule of additional rents relating to the Refunding Bonds; and

WHEREAS, the Refunding Bonds will be payable by the Issuer solely from revenues derived by the Issuer from the Lease and the Second Supplement to Lease, the Pledge and Security Agreement (as defined in the Cooperation Agreement), the Net Pledged Room Taxes (as defined in the Cooperation Agreement), cash and securities held from time to time in certain trust funds held by the Trustee under the Indenture of Trust, as supplemented by the First Supplement to Indenture and the Second Supplement to Indenture, and the investment earnings thereon; and

WHEREAS, Section 7.01(b) of the Cooperation Agreement states that the Issuer shall issue and sell the Refunding Bonds upon terms acceptable to the County, such acceptance to be conclusively evidenced by the County’s execution of the Second Supplement to Lease;

NOW, THEREFORE, BE IT RESOLVED by this Governing Body that:

Section 1. Request for Issuance of Additional Bonds.

The County hereby requests the Issuer to issue the Refunding Bonds.

Section 2. Approval of Second Supplement to Lease.

The terms of the Second Supplement to Lease are hereby approved. The County Executive and the County Clerk are hereby authorized and directed for, and in the name of, the County to execute and deliver the Supplement to Lease in the form presented to this meeting, or with such modifications as shall be approved by them or by Corporation Counsel consistent with this resolution and the terms of Sections 66.1333, 66.1335, and 66.1339 of the Wisconsin Statutes, their execution thereof to constitute conclusive evidence of their approval of any such modifications.

Section 3. General Authorizations.

The County Executive, the County Clerk, and any other appropriate County officials are hereby authorized and directed to execute and deliver any and all documents, including any certifications or approvals, necessary for, and related to, the issuance of the Refunding Bonds. The form of all such documents shall be subject to the prior approval of the Corporation Counsel.

Section 4. Conflicting Resolutions; Severability; Effective Date.

All prior resolutions, rules, or other actions of this Governing Body or any parts thereof in conflict with the provisions of this resolution shall be, and the same hereby are, rescinded insofar as the same may so conflict. In the event that any one or more provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this resolution. This resolution shall take effect immediately upon its adoption and approval in the manner provided by law.

Adopted: January 18, 2012

County Executive

County Clerk

CERTIFICATIONS BY CLERK

I, Darlene K. Marcelle, hereby certify that I am the duly qualified and acting Clerk of Brown County, Wisconsin (the “**County**”), and as such I have in my possession, or have access to, the complete corporate records of the County and of its County Board of Supervisors (the “**Governing Body**”) and that attached hereto is a true, correct, and complete copy of the resolution (the “**Resolution**”) entitled:

**A RESOLUTION AUTHORIZING AND APPROVING A SUPPLEMENT
TO LEASE RELATING TO THE ISSUANCE OF REFUNDING BONDS
FOR THE ARENA PROJECT BY THE COMMUNITY DEVELOPMENT
AUTHORITY OF THE VILLAGE OF ASHWAUBENON, WISCONSIN,
AND OTHER DETAILS WITH RESPECT THERETO**

I do hereby further certify as follows:

1. **Meeting Date.** On January 18, 2012, a meeting of the Governing Body was held commencing at ____ p.m.
2. **Posting.** On January __, 2012 (and not less than 24 hours prior to the meeting), I posted or caused to be posted at the County’s offices in Green Bay, Wisconsin a notice setting forth the time, date, place, and subject matter (including specific reference to the Resolution) of said meeting.
3. **Notification of Media.** On January __, 2012 (and not less than 24 hours prior to the meeting), I communicated, or caused to be communicated, the time, date, place, and subject matter (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the County.
4. **Open Meeting Law Compliance.** Said meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.
5. **Members Present.** Said meeting was duly called to order by the County Executive (the “**Presiding Officer**”), who chaired the meeting. Upon roll I noted and recorded that there were ____ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.
6. **Consideration of and Roll Call Vote on Resolution.** Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due

consideration, upon roll call, ____ of the Governing Body members voted Aye, ____ voted Nay and ____ Abstained.

7. **Adoption of Resolution.** The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the County hereto on January __, 2012.

[Seal]

County Clerk

Respectfully submitted,

ADMINISTRATION COMMITTEE

EXECUTIVE COMMITTEE

Approved By:

COUNTY EXECUTIVE

Date Signed: _____

Submitted by: Corporation Counsel

Final Draft Approved by Corporation Counsel

Fiscal Note: This resolution does not require an appropriation from the General Fund. Lease payments will be made with pledged room tax revenue.

BOARD OF SUPERVISORS ROLL CALL # _____

Motion made by Supervisor _____

Seconded by Supervisor _____

SUPERVISOR NAMES	DIST. #	AYES	NAYS	ABSTAIN
TUMPACH	1			
DE WANE	2			
NICHOLSON	3			
THEISEN	4			
MILLER	5			
HAEFS	6			
ERICKSON	7			
BRUNETTE	8			
ZIMA	9			
EVANS	10			
VANDER LEEST	11			
BUCKLEY	12			
DANTINNE, JR	13			

SUPERVISOR NAMES	DIST. #	AYES	NAYS	ABSTAIN
LA VIOLETTE	14			
ANDREWS	15			
KASTER	16			
VAN VONDEREN	17			
SCHULLER	18			
FLECK	19			
CLANCY	20			
WETZEL	21			
MOYNIHAN	22			
SCRAY	23			
CARPENTER	24			
LUND	25			
FEWELL	26			

Total Votes Cast _____

Motion: Adopted _____ Defeated _____ Tabled _____